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8 Attorneys for Defendant H&R Block Enterprises, LLC, a Missouri limited liability
9 company, dba H&R Block Tax Services; Does 1 Through 20 Inclusive

10 UNITED STATES DISTRICT COURT
11 CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION

12 TICAD RETAIL PROPERTIES
13 HOLDINGS LLC, a DELAWARE limited
14 liability company,

15 Plaintiff,

16 v.

17 H&R BLOCK ENTERPRISES, LLC, a
18 Missouri limited liability company, dba
19 H&R BLOCK TAX SERVICES; DOES 1
20 THROUGH 20, INCLUSIVE,

21 Defendants.

Case No.

**DEFENDANT H&R BLOCK
ENTERPRISES, LLC’S ANSWER
TO PLAINTIFF’S COMPLAINT**

Complaint Filed: August 17, 2022
Trial Date: Not Yet Set

22 Defendant H&R Block Enterprises, LLC (“H&R Block”) for its Answer to
23 Plaintiff’s Complaint for Breach of Lease; Demand for Judicial Reference respectfully
24 submits the following:

25 1. Upon information and belief, H&R Block admits the allegations in
26 paragraph 1 of the Complaint.
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2. H&R Block lacks sufficient knowledge or information to form a belief as to the truth or falsity of the allegations in Paragraph 2 of the Complaint, and therefore denies the same.

3. H&R Block denies the allegations in paragraph 3 of the Complaint.

4. H&R Block admits the allegations in paragraph 4 of the Complaint.

5. H&R Block admits the allegations in paragraph 5 of the Complaint.

6. H&R Block admits that it is a party to a lease for the Premises. H&R Block denies any remaining allegations in paragraph 6 of the Complaint.

7. H&R Block denies the allegations in paragraph 7 of the Complaint.

8. H&R Block denies the allegations in paragraph 8 of the Complaint.

9. H&R Block denies the allegations in paragraph 9 of the Complaint.

10. H&R Block denies the allegations in paragraph 10 of the Complaint.

11. H&R Block admits that the lease has an attorney fee provision the terms of which speak for itself. H&R Block denies the remaining allegations in paragraph 11 of the Complaint.

DEFENSES AND AFFIRMATIVE DEFENSES

In addition to the denials set forth above, H&R Block asserts the following affirmative and other defenses. In pleading these defenses, H&R Block does not admit that it bears the burden of proof, production, or persuasion on said defenses.

Accordingly, H&R Block states as follows:

1. Plaintiff's claims, if any, are precluded by the doctrines of waiver, estoppel, and laches.

2. Plaintiff's claims may be barred, in whole or in part, by the terms of one or more sections of any applicable contracts, agreements, and/or leases.

3. Plaintiff's claims may be barred, in whole or in part, by the doctrines of accord, satisfaction and/or payment.

